



CIGNA Choice Fund[®] Health Savings Account (HSA), Powered by Chase

Enrollment Package

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CIGNA Choice Fund[®] Health Savings Account (HSA), Powered by Chase

This HSA Enrollment Package (the "Enrollment Package") is for a CIGNA Choice Fund HSA, powered by Chase that is provided by JPMorgan Chase Bank, N.A. By completing and signing the attached Enrollment Form and Adoption Agreement, you are selecting JPMorgan Chase Bank, N.A. ("Chase") as your Health Savings Account ("HSA") custodian and are requesting Chase to open an HSA on your behalf.

General Instructions

To expedite the enrollment process, please follow these steps:

1. Please read through this entire Enrollment Package carefully.
2. Complete and sign the Enrollment Form and Adoption Agreement and the Optional Beneficiary Designation Form that is part of this Enrollment Package.
3. *Please make a copy of this Enrollment Package for your records.*
4. Return the completed and signed Enrollment Form and Adoption Agreement and Optional Beneficiary Designation Form as directed on the bottom of the Enrollment Form.

Please Note: Federal law requires that all financial institutions must verify the identity of prospective account holders before creating a depository account in their names. Accordingly, Chase will use information you provide with the Enrollment Form and Adoption Agreement (including your name, home address, date of birth and social security number) to verify your identity. If Chase is not able to verify your identity, you may be notified by Chase to provide additional documentation to verify your name, social security number or address. Chase will not open an HSA in your name until they are able to satisfy the requirements for the federal government.

Please Note: After your Enrollment Form and Adoption Agreement has been processed and your identification has been verified by Chase, you will receive your new HSA cash account debit card within 7-10 business days or by the effective date of your plan, whichever is later.

CIGNA Choice Fund® Health Savings Account Enrollment Form and Adoption Agreement

Please print clearly, with black ink. If you make an error, strike through it, and write your initials next to the correction.

Print Your Name: (Last) _____ (First) _____ (M.I.) _____

Date of Birth: (Month) _____ (Day) _____ (Year) _____ Social Security Number: _____ - _____ - _____

Mailing Address: _____ Apt. #: _____

City: _____ State: _____ Zip Code: _____ - _____

**Residential Address required if mailing address is a Post Office Box or if mailing address is not the same as the Residence Address.
If you do not provide a residential address, your application may not be processed.**

Residential Address: _____ Apt. #: _____

City: _____ State: _____ Zip Code: _____ - _____

Daytime Telephone: (_____) _____ Evening Telephone: (_____) _____

E-mail Address: _____

Maiden Name: (please complete if different from name above; required for identification verification purposes) _____

Employer: _____

Additional HSA Debit Card

☐ Yes I would like an additional debit card and authorize Chase to issue a Debit Card to my spouse or dependent listed below for my HSA account. The fee for the additional card (if any) is as set forth on your fee schedule. I understand that the second cardholder will have full access to all the funds and account management options in my HSA cash and investment accounts and to balance information and transaction history related to my HSA accounts. I agree that I am responsible for all debits to my HSA incurred by the individual using the debit card.

Second Cardholder's Name: (Last) _____ (First) _____ (M.I.) _____

HSA Check Book Option

☐ Yes, I would like to order checks to be used to make payments out of my HSA Fees relating to checks (if any) are as set forth on your fee schedule. I understand that checks can only be written by me as the primary account holder and not by spouses and/or dependents. If you indicate "Yes", Chase will mail you a check request form that is required to issue checks.

Automatic Claims Forwarding (ACF) Election

With Automatic Claim Forwarding (ACF) you may authorize CIGNA to automatically forward medical expenses for you and your covered dependents from your CIGNA medical plan to your HSA for payment. Available dollars will be paid directly to your provider. If elected, it will generally apply to all claims processed by the medical plan after the election date and will continue until you terminate the ACF election. Pharmacy and Dental claims will not be automatically forwarded. CIGNA reserves the right to make corrections or adjustments to payments made from your HSA as necessary. In the event that there is a refund to be made due to an incorrectly paid claim, the amount in excess of the correct amount that should have been paid from your HSA account for such claim shall be returned to your HSA bank account.

Note: If you have a dependent covered under your Choice Fund HSA medical plan that is not considered a "Qualified Dependent" as defined under the Internal Revenue Code, you should NOT elect ACF. To obtain the IRS definition of a "Qualified Dependent", you may contact your employer or go to www.irs.gov and refer to Publication 929. Please note that this IRS definition changed effective January 1, 2005.

☐ Yes, I hereby authorize CIGNA to pay medical expenses not payable by my medical plan for myself and my covered dependents from my Health Savings Account.

Certification

I agree that I have received, read and agree to the terms, conditions and disclosures contained in this CIGNA Choice Fund Health Savings Account (HSA), Powered by Chase Enrollment Package. I certify that the information I have provided in this Enrollment Form and Adoption Agreement, including but not limited to my social security number, is true and correct. I hereby request JPMorgan Chase Bank, N.A. ("Chase") to issue an HSA debit card to me. I appoint Chase as my HSA custodian. I certify that I am eligible to establish and make contributions to this HSA, and shall comply with all laws and regulations governing HSAs and my actions with respect to my HSA. I acknowledge that I am responsible for administering my HSA and that neither CIGNA nor Chase has any duty to determine the investment, tax, legal or other consequences resulting from my actions or inactions with respect to my HSA. I Authorize Chase to provide information about my HSA, including my account number, to my employer and those acting on behalf of my employer or Chase, in connection with the establishment, funding and maintenance of my HSA. I acknowledge that Federal Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account and that the information I provide in this document will be used for such purposes.

X Signature: _____

Date Signed: _____

Print Name: _____

Please make a copy of this enrollment package along with the Enrollment Form and the Benefit Designation Form.

Keep your copy. MAIL THE ORIGINAL ENROLLMENT FORM AND BENEFICIARY FORM to:

**Connecticut General Life Insurance
Attn: CIGNA Choice Fund HSA Unit C3CON
900 Cottage Grove Road
Hartford, CT 06152**

Optional Beneficiary Designation Form

If you so desire you may list one or more persons to be the primary and contingent beneficiaries for your HSA (including your estate or a trust, as applicable). If you designate more than one primary or contingent beneficiary, please be sure that you indicate the percentage share that each is to receive and that the percentages for each type of beneficiary add up to 100%.

This HSA beneficiary designation is effective upon receipt by Chase, and unless otherwise specified, cancels all previous HSA beneficiary designations on file with Chase.

* Required Fields

Primary Beneficiary 1

*Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone #: (____) _____ *Relationship: _____ *Beneficiary %: _____

Primary Beneficiary 2

*Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone #: (____) _____ *Relationship: _____ *Beneficiary %: _____

Primary Beneficiary 3

*Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone #: (____) _____ *Relationship: _____ *Beneficiary %: _____

Contingent beneficiaries will receive your HSA assets in the event all of your primary beneficiaries predecease you.

Contingent Beneficiary 1

*Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone #: (____) _____ *Relationship: _____ *Beneficiary %: _____

Contingent Beneficiary 2

*Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone #: (____) _____ *Relationship: _____ *Beneficiary %: _____

Contingent Beneficiary 3

*Name: _____ Social Security Number: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Telephone #: (____) _____ *Relationship: _____ *Beneficiary %: _____

X Signature: _____ **Date Signed:** _____

Print Name: _____

If you are a resident of a community or marital property State and you have designated someone other than, or in addition to, your spouse as beneficiary, please have your spouse authorize the designation by signing below.

Spousal Consent:

I am the legal spouse of the HSA account holder. I acknowledge that I have received a fair and reasonable disclosure of my spouse's property and financial obligations. Due to the tax consequences of giving up my interest in this HSA, I have been advised to see a qualified tax professional. I hereby consent to the beneficiary designation(s) indicated above.

X Spouse's Signature: _____ **Date Signed:** _____

Print Name: _____

IMPORTANT INFORMATION ABOUT YOUR HSA

Are You Eligible?

It is the responsibility of the individual participant to ensure they are eligible for an HSA. To be eligible to open an HSA, all of the following conditions established by law must be satisfied:

1. You must not be claimed as a dependent on another person's tax return.
2. You must not be enrolled for benefits under Part A or Part B of Medicare (generally, after reaching age 65).
3. You must be enrolled in a qualified High Deductible Health Plan (HDHP). An HDHP is a medical plan that satisfies certain requirements with respect to deductibles and out-of-pocket expenses, covered expenses and benefit design as specified by the IRS.
4. You must not be enrolled in another health insurance plan, either as an employee or as a dependent, other than another high-deductible health plan, or a plan providing specific, limited coverage (such as specific disease insurance, dental insurance, vision insurance, accident insurance, a hospital indemnity plan or long-term care coverage).

If you do not meet all of these criteria, you are not eligible for a Health Savings Account and you should not complete the Enrollment Form and Adoption Agreement. Please consult with your employer or your tax advisor as to your eligibility to open an HSA.

Additionally, you must be a U.S. citizen or resident alien to enroll in an HSA investment account if offered in your HSA program.

Please Note: If your employer offers a Health Care Flexible Spending Account (FSA) and you choose to enroll in both the Health Savings Account and FSA or you are covered under another individual's Health Care FSA plan, the eligible expenses of the FSA must be limited to certain items such as dental, vision, preventative or medical expenses (a "limited FSA"). Certain rules and/or restrictions also apply in the event you have a Health Reimbursement Arrangement. Please consult with your employer and/or tax advisor for further information.

Health Savings Account (HSA)

The CIGNA Choice Fund HSA powered by Chase enables participants to pay for qualified medical expenses and accumulate savings to cover anticipated future health care needs. Under The Medicare Prescription Drug, Improvement, and Modernization Act of 2003, HSAs received federal tax-favored treatment. The law authorizes both individuals and employers to use tax-advantaged HSAs with high deductible health plans. Please see the Chase HSA Custodial Account Agreement for details of eligibility. Chase is not providing you with tax advice depending on your individual circumstances, there may be technical tax issues regarding the amount of the contributions and deductions available to you, so you should consult with your tax advisor for further information.

High Deductible Health Plans

For 2008, an HDHP is a health plan having an annual deductible of at least \$1,100 for individuals and \$2,200 for families, with out-of-pocket expenses (including the plan deductible) capped at \$5,600 for individuals and \$11,200 for families. For 2009, an HDHP is a health plan having an annual deductible of at least \$1150 for individuals and \$2300 for families, with out of pocket expenses (including the plan deductible) capped at \$5800 for individuals and \$11600 for families. In future years, these limitations are subject to annual cost-of-living adjustments. Check with your employer or tax advisor to determine if your deductible will qualify you for an HSA based on these limitations. You cannot make deposits to an HSA unless you are covered by an HDHP. If you cancel your HDHP or your plan is terminated, you are no longer eligible to contribute to an HSA and are responsible for canceling or discontinuing any scheduled contributions to the HSA.

Contributions

You can make contributions to an HSA up to certain limits. These limits are updated annually. For 2008, the contribution limit for individual coverage is up to \$2,900 and the contribution limit for family coverage is up to \$5,800. For 2009, the contribution limit for individual coverage is up to \$3000 and for family coverage, it is up to \$5950. In addition, if you are age 55 or older, you may make an additional contribution of up to \$900 in 2008 and \$1000 in 2009 and later years until you are enrolled in Medicare. Maximum contributions are based upon maintaining enrollment in a qualified HSA medical plan on the 1st of the month for 12 months of the calendar year. For enrollment less than 12 months, you may not be eligible for the maximum contribution. Please consult with your tax advisor for further information.

Contribution Process and Limitations

Your employer might deduct your contributions on a pre-tax basis from your pay. Based on the amount you would like to contribute to your HSA cash account, your employer will determine how much to deduct from each paycheck based on the number of pay periods remaining in the year at the time of your enrollment. Some employers may also make their own contribution to your HSA cash account. You will also be able to make your own direct contributions by sending us a check drawn on your personal bank account with the appropriate deposit slip or by arranging for an EFT transfer from a personal bank account. You will receive HSA CIGNA Choice Fund Health Savings Account Deposit Slips with the welcome package after your HSA account has been opened. Your total annual contribution (contributions from payroll deductions, employer contributions, as well as any direct contributions that you elect to make) must NOT exceed the amount allowable by law. Please consult with your tax advisor to review your specific circumstances to determine your allowable HSA contribution. If you exceed your allowable annual contribution, you may be subject to excise tax on excess contributions.

Distributions

The money in an HSA accumulates on a tax-deferred basis. Distributions for qualified medical expenses of qualified dependents are not taxable. Distributions for reasons other than qualified medical expenses prior to age 65 are taxable and subject to a 10-percent tax penalty. Upon death, disability, reaching age 65, or Medicare enrollment, funds can be withdrawn for non-medical reasons without the 10% penalty, but the distributions will still be subject to income taxes. It is your obligation to retain adequate records to establish that distributions made are for qualified medical expenses. For more information on what qualifies as a medical expense, please see IRS Publication 502 at www.irs.gov.

Account Holder Responsibilities

As the account holder, it is up to you to make sure that contributions to your HSA do not go beyond the maximum limits. It is also your responsibility to make sure that your distributions are for qualified medical expenses for yourself or your qualified dependents to be eligible for tax-free treatment. These expenses are defined in Section 213(d) of the Internal Revenue Code. To obtain the IRS definition of a qualified dependent go to <http://www.irs.gov> and refer to Publication 929. With access to an HSA debit card and checks, you have the ability to withdraw funds from your cash account at any time and for any reason subject to any specific rules related to the use of the debit card that Chase and/or your employer or plan sponsor might impose.

Spouses & Dependents

If you have family coverage on your HDHP, you can provide access to your spouse and dependents by requesting an additional HSA debit card by contacting HSA Member Services. By providing an additional debit card to others, you are allowing them full access to the HSA funds available as well as full access to account balance and transaction history online. Additional card holders can also receive account information over the phone when their identity is verified.

The HSA is an individual account and is not a shared account. As a result, checks can only be written and signed by the primary card holder. Checks cannot be shared with spouses and/or dependents and will not be honored.

Domestic Partners/Civil Union Partners

If you have a domestic partner, civil union partner or same sex spouse, you may not be able to use your HSA funds for their qualified expenses, even if they are covered under your medical plan, because federal law does not recognize them as a spouse. You can only use your HSA funds for your domestic partner, civil union partner, or same sex spouse's expenses if you can claim them as a dependent for federal tax purposes.

Payment of Health Care Expenses

To receive network discounts from health care providers, you should always present your insurance card first to ensure proper processing. You will receive a card association-branded debit card that permits you to make direct payment (up to the available balance in the HSA cash account) of expenses not covered by your high deductible health plan, or to obtain reimbursement for your payments through an ATM. You may also order checks that allow the HSA to be used like a regular checking account for payment of qualified medical expenses. Of course, you may also choose not to use the funds in your HSA cash account and to pay your deductible and other health care expenses with other funds.

Cash Account & Investments

Chase offers a competitive interest rate on your HSA and the earnings are tax-free. Interest is credited and compounded monthly. To find out the current interest rate, contact Customer Service.

You can also invest in mutual funds from a designated slate of investment choices when the cash account accumulates a balance of at least \$2,000. You can apply for an investment account online. Once you create an account, investments in mutual funds can be made by transferring funds from the HSA Cash Account. Due to HSA tax reporting rules, you cannot deposit cash or other assets directly into your HSA Investment Account or redeem shares and withdraw money out of the investment account for any purpose without having such cash flowing from or to their HSA Cash Account.

When establishing an Investment Account, account holders will be required to make an initial transfer of funds from their HSA cash account of at least \$2,000. Participants in the HSA investment account service will be charged service fees. Service fees, eligibility criteria, minimum investment requirements and initial funds transfer amounts are subject to change.

Administrative Fees

Chase may deduct the following fees from your HSA cash account based on transactions you make with your HSA debit card or on your check-writing activity. In some cases, your employer may pay some of these fees on your behalf.

Debit card transactions at merchant locations	[No charge, without limitation]
ATM transactions (cash withdrawals, balance inquiries and denials)	[No charge, without limitation]*
Cash advance fee (teller assisted withdrawal)	\$3.00 per transaction
Replace lost or stolen debit card	\$15.00 per occurrence
Checks:	
Check writing	\$1.35 per check processed
Stop check service	\$20.00 per occurrence
Non Sufficient Funds ("NSF")	\$20.00 per occurrence
Duplicate check	\$10.00 per copy
Account closing	\$20.00 per account
Returned deposit check or EFT	\$10.00 per occurrence

*ATM fees for using a non-JPMorgan Chase or Bank One ATM will apply.

Note: Transactions made in currencies other than US dollars are subject to a JPMorgan Chase foreign currency conversion fee of 1.00%.

Chase reserves the right to change any of the fees described above or in the paragraph below as well as impose additional fees upon 30 days prior written notice to you. If your HDHP coverage status or employment status changes, you will be responsible for all of the above mentioned fees plus the following additional fees: HSA card issuance fee \$1.50 per card; Account Statement mailed monthly \$0.85 per month (online statements are free of charge); and monthly account management fee \$3.00.

Negative Balances

If, as a result of transactions you make, your HSA cash account balances falls to or below \$0.00, Chase will deny requests for further transactions. If your HSA cash account's balances falls below \$0.00 and sufficient deposits or transfers are not made to your HSA cash account, Chase may close your HSA. See Custodial Agreement for more information.

Payment to CIGNA

CIGNA receives a payment from Chase based on the assets in the HSA Cash Accounts.

Reporting and Account Management

Through myCIGNA.com, you can obtain online access to your account information at any time, including your HSA balances and a history of account contributions and distributions. Chase will also send required forms annually to the IRS and to you to assist with year-end tax preparation. Remember, you are solely responsible for tracking your pre-tax and post-tax contributions, as well as retaining documentation on file to show your distributions were used for medical expenses.

Beneficiary Designation

Upon your death, remaining HSA funds will be forwarded to the indicated designee(s) identified on your Beneficiary Form. You may contact Customer Service to update your Beneficiary Form at any time. Beneficiaries must be identified by name, social security number and address. If you have not submitted a completed and signed Beneficiary Form to JPMorgan Chase, upon your death, your HSA will become part of your estate. See Custodial Agreement for more information.

Optional Payment of Provider Claims

You have the option of having CIGNA pay your medical expenses (that are not covered by the high deductible health plan) directly from your HSA cash account. This option is called Automatic Claim Forwarding. Under this option, CIGNA will automatically pay medical claims assigned to pay the provider submitted by you, your doctor, hospital, or other medical care provider from your HSA cash account. Chase will reduce your HSA cash account balance by the amount CIGNA pays your provider. Should you elect Automatic Claim Forwarding, please note that, upon request from you or your provider, CIGNA may inform your provider whether you have sufficient funds available in your HSA account to cover an estimated expense, such as a service or treatment you and your provider are considering.

Optional Payment of Provider Claims (Continued)

If you believe that CIGNA has paid a claim incorrectly, you can contact CIGNA Member Services at the toll-free number on your ID card. CIGNA's complaint-handling process is designed to hear and act on your complaint or concern about CIGNA and/or the quality of care you receive, provide a courteous, prompt response, and to guide you through the grievance process. In the event that there is a refund to be made to you due to an incorrectly paid claim, the amount in excess of the correct amount that should have been paid from your account for such claim shall be returned to your HSA bank account.

If you would like to have the Automatic Claim Forwarding service, you may elect it on the enclosed HSA Enrollment Form and Adoption Agreement when you open your HSA bank account. You may elect it at a later date through an Automatic Claim Forwarding Election Form which you may obtain from CIGNA. You can make a request to stop the service at any time during the year by contacting CIGNA member services at the toll free number on your ID card.

Chase HSA Custodial Account Agreement

By completing, executing and submitting (whether completed, executed and submitted in paper format or electronically) the Chase HSA Adoption Agreement ("Adoption Agreement"), you are indicating your desire to establish a Health Savings Account ("HSA") with JPMorgan Chase Bank, N.A. This Chase HSA Custodial Account Agreement ("Custodial Agreement") is incorporated into the Adoption Agreement by reference. Throughout this Custodial Agreement the words "you" or "your" refer to you the HSA account holder and the words "us", "our", "we" and "Chase" refer to JPMorgan Chase Bank, N.A.

Article I - Establishment of the HSA

1. If you meet the eligibility requirements set forth in this Custodial Agreement, you may establish an HSA by completing the Adoption Agreement. An initial deposit to your HSA may also be required. This Custodial Agreement becomes effective and your HSA is established as of the date we approve you for an HSA. For tax purposes, your HSA may not be effective until funds are deposited in your HSA.
2. All funds deposited on your behalf in your HSA will be held by us. We will establish an account in your name to receive the funds deposited to your HSA on your behalf. You authorize us to act without further inquiry in accordance with written instructions bearing your electronic signature.
3. We assume no responsibility for tax or other consequences to anyone arising from the establishment or use of the HSA. You are solely responsible for any taxes, interest, penalties and other expenses which may be payable under applicable law in connection with your HSA. Because of the unfavorable tax consequences that could result from improper or mistaken establishment or use of any HSA, you should consult with a qualified tax professional before executing the Adoption Agreement.
4. The funds in your HSA may not be used to satisfy the debts, contracts or torts of any person entitled to distributions under this Custodial Agreement. You may not assign or transfer your right in your HSA except as otherwise provided in this Custodial Agreement.
5. The HSA is established by you pursuant to Federal tax law, and is neither endorsed by nor sponsored by your employer or any other third party. Rather, your HSA is an individual custodial account maintained and administered by us. As a result, the HSA is not part of an ERISA benefit plan, even if your employer contributes to your HSA or pays your custodial fees, or you make pre-tax contributions under a cafeteria plan.
6. You acknowledge and agree that nothing in this Custodial Agreement is construed to confer fiduciary status upon us for any purpose. We are not required to perform any services not set forth in this Custodial Agreement unless specifically agreed to by us in writing.
7. You acknowledge that we will maintain your personal information including, but not limited to, your name, address, phone numbers, e-mail address, and taxpayer identification number and such information will be maintained in a confidential manner in accordance with our privacy policy(ies) as may be amended by us and provided to you from time-to-time.

Article II - Eligibility

You represent and warrant that you are eligible to establish and contribute to an HSA, and that you meet the following conditions: (1) you are covered as a participant or covered dependent under a high deductible health plan ("HDHP"); (2) you are not enrolled in disqualifying non-high deductible coverage maintained by you, your spouse, your employer or through any other source; (3) you are not entitled to benefits under Medicare; and (4) you can not be claimed as a dependent on another person's tax return. You acknowledge and agree that you are solely responsible for determining whether you are an eligible individual (as defined in Section 223(C)(1) of the Internal Revenue Code Section of 1986 and the regulations promulgated thereunder (as amended from time-to-time, the "Code"). We are not responsible for verifying your status as an eligible individual.

Article III - Contributions

1. We will accept cash contributions to the HSA made by you or by others on your behalf (e.g., by an employer, family member or any other person). The amount that you contribute through payroll deductions or other funding sources and how much your employer or any other person or entity contributes on your behalf will be determined solely by agreement between you and your employer or you and such other contributors.
2. All contributions to your HSA must be in cash and in US Dollars. No property or in-kind transfers will be accepted.
3. We will refuse contributions to your HSA that exceed the annual maximum contribution amount for family coverage plus the allowable catch-up contribution. At our discretion, we may require you to provide certification to us that you have attained the age of 55 before we accept any catch-up contribution amounts.
4. Contributions for any given tax year may be made at any time before the deadline for filing your federal income tax return for such year (without extensions). All contributions received by us during a calendar year (other than rollover contributions or direct transfers) will be considered made for that calendar year for purposes of reporting. At our discretion, we may allow deposits for a prior or subsequent calendar year consistent with the requirements of Code Section 223 and any administrative procedures implemented by us.
5. We are not responsible for any duty not specifically assumed by us herein. By way of example, but not limitation, we are not responsible for the following: (a) determining whether the contributions made to your HSA, alone or in conjunction with contributions to other similar accounts, exceed, in the aggregate, the maximum annual contribution limit set forth in Code Section 223(b); (b) determining whether you are eligible under Code Section 223 to make a contribution or have a contribution made on your behalf; and (c) any adverse tax or other consequences as a result of such contributions. The Internal Revenue Service ("IRS") imposes an excise tax upon any excess contribution that is made to your HSA and for each year in which the excess remains in your HSA. We are not responsible for determining the amount of any excess contribution. If you notify us that an excess contribution has been made, or that you are not eligible under the Code to make a contribution or have a contribution made on your behalf, we will return the excess contribution, and net earnings (if any) attributable to that contribution as determined in accordance with applicable law, upon request after notice of need for return of such funds is brought to our attention.

Article IV - Rollovers and Transfers

1. You may roll over funds from another HSA or Archer Medical Savings Accounts (as defined in Code Section 220), if you tell us in advance that you want to deposit a rollover and you provide us with any other information we request, including a written (or electronic) rollover election.
2. You also may have the option to execute a one-time, tax-free rollover of funds from a Flexible Spending Account ("FSA") or Health Reimbursement Account ("HRA") to your HSA at Chase. These rollovers are subject to additional rules and limitations. You can request a rollover form from us, but you must contact your employer to see whether a rollover is permitted.
3. You are permitted to execute a one-time, tax-free trustee-to-trustee transfer of funds from an Individual Retirement Account ("IRA") to your HSA. These transfers are subject to additional rules and limitations. You can request a transfer form from us, but must contact your IRA custodian/trustee to see whether a transfer is permitted, and initiate the transfer.

Article V - Non-Forfeitability

Your interest in the HSA is nonforfeitable. In the event the HSA is terminated in accordance with this Custodial Agreement, all funds allocated to your HSA will be distributed to you in accordance with this Custodial Agreement and the Code.

Article VI - Cash Account

Funds in your HSA will be deposited into an FDIC-insured (within Federal limits) deposit account ("HSA Cash Account") and will earn interest at a rate established by us. We reserve the right to change the interest rate and annual percentage yield at any time at our sole discretion without advance notice to you. We also reserve the right to establish (and change) balance levels on which different rates of interest may be paid. We use the daily balance method to calculate interest which means we apply a daily periodic rate to the balance in your HSA Cash Account each day. The historic interest rate for the month will be disclosed to you in your on-line account transaction history and (if you elect to receive one) in monthly account statements. Interest is credited and compounded monthly. Deposits to your HSA Cash Account begin to accrue interest on the business day that we consider the deposit to be available to your HSA Cash Account under our funds availability policy described in this Custodial Agreement. If you close your HSA before interest is credited to your HSA Cash Account you will lose and will not be entitled to receive that interest.

Article VII - Investment Account

1. At our election, additional investment options, such as mutual funds ("HSA Investments"), may be made available for all or a portion of balance in your HSA Cash Account in excess of a minimum amount established by us. Only investment vehicles approved for Individual Retirement Accounts set forth in Code Section 408 will be made available (if any). The HSA Investments, including mutual funds, are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including fluctuations in value and the possible loss of the principal amount invested.
2. We, in our sole discretion, may establish different categories or types of sub-accounts based upon the anticipated use of the funds in an HSA and investment objectives. We, in our sole discretion, may also establish different investment options for each category or type of sub-account.
3. We may, at our sole discretion, hire third party service providers, such as recordkeepers, clearing firms, investment advisers or broker-dealers, to provide certain services with respect to the HSA Investments.
4. We, and any service provider we may hire, do not, and will not, provide any investment advice to you in connection with the HSA Investments or your HSA nor do we or our service providers have any duty to review or monitor the HSA Investments you hold in your HSA Investments account. We will have no duty to monitor or replace the mutual funds or other investment options that are made available to you as HSA Investments and we make no representations as to the quality or performance of such investment options although we reserve the right to replace any investment option at any time at our sole discretion. We will have no liability or responsibility for the investment decisions made by you and shall not be liable for any loss which results from your exercise of investment control over your HSA. You (or, upon your death, the death beneficiary) shall have and exercise exclusive responsibility and control over the investment of any funds within your HSA, and we have no duty to question the investment directives provided by you.
5. No part of your HSA funds may be invested in life insurance contracts; nor may the assets of the custodial account be commingled with other property except in a common trust fund or common investment fund.
6. To the extent applicable, we will settle all purchases, sales, exchanges, investments and reinvestments of HSA Investments only upon receipt of, and pursuant to, your instructions (or of the death beneficiary) as communicated to us, provided such instructions are given to us in a form acceptable to us. If any such orders are not received as required, or, if received, are unclear in our opinion, all or a portion of the contribution may continue to be held as funds in your HSA Cash Account without liability for loss of income or appreciation, and without liability pending receipt of an acceptable order or clarification.
7. We will have no duty or obligation to review, or make recommendations for the investment and reinvestment of any property held in any omnibus custodial account including, without limitation, any uninvested cash. However, we may refuse to settle any investment, purchase, exchange or reinvestment for which we cannot provide adequate administrative facilities or which, in our sole judgment, involves unacceptable business risk to us or for which your HSA Cash Account has insufficient assets to cover the transaction on settlement date. Our right to refuse to accept any particular property or execute any transaction will in no way be construed to grant us discretionary authority over your HSA. All acquisitions or dispositions of assets must be made in accordance with applicable law or regulations.
8. The establishment of HSA Investments must be done pursuant to and will be governed by the additional terms and conditions set forth in a separate agreement with J.P. Morgan Institutional Investments Inc., member FINRA and SIPC, a broker-dealer subsidiary of ours.

Article VIII - Deposits and Availability of Funds

1. All contributions to your HSA are credited initially to your HSA Cash Account. Funds in the HSA Cash Account are FDIC-insured to the extent provided by law and will typically be available for withdrawal after the day of deposit depending upon the type of deposit. The day of deposit is the banking day on which the deposit is received by Chase before the cut-off time specified by Chase for the place where the deposit is received. Deposits received after the applicable cut-off time will be deemed received the next banking day. Deposits by electronic funds transfer will be available on the day Chase determines the deposit is made. Automated Clearinghouse ("ACH") credits to the HSA Cash Account will be available on the day of receipt by Chase. ACH drawdown debits from other accounts to your HSA Cash Account will generally be available two banking days after the drawdown request is submitted by Chase to the ACH system. Deposits by check will generally be available no earlier than three banking days after the day of deposit. In certain circumstances, longer delays in availability may apply such as for large dollar items, checks requiring special handling, checks drawn on out of state banks, emergency situations such as failure of communications or computer equipment and for any other reason as permitted by applicable law or regulation. If funds are being credited to your HSA Cash Account through payroll deduction, please check with your employer regarding the timing and application of the payroll deposits to Chase's system. We reserve the right to make adjustments to your HSA Cash Account balances to correct funding errors on deposits made to your HSA and to withdraw any funds that should not have been placed in your HSA.

Article VIII - Deposits and Availability of Funds (Continued)

2. We may refuse, limit or return any contributions received for deposit to your HSA. In addition, we may return contributions deposited on your behalf. You give us the irrevocable right to place your unqualified endorsement on any check that is deposited to your HSA. You agree not to deposit any item you have endorsed "without recourse."
3. Neither you nor your beneficiary shall be entitled to use any portion of the HSA as a security for a loan, nor shall you engage in or direct us to engage in any prohibited transaction, within the meaning of Section 4975 of the Code.
4. Notwithstanding anything else herein, you acknowledge that, with regard to portions of your HSA that you have selected and directed for investment in HSA Investments, any liquidation of HSA Investments will not result in immediately available funds for deposit to your HSA and such funds will be available only in accordance with the terms and conditions applicable to the specific investment made by you and the terms and conditions of your HSA regarding availability of funds.

Article IX - Distributions from the HSA

1. Distributions of funds from your HSA may be made at any time upon your direction. Only you and any authorized signer you designate through the process established by us can initiate distributions from your HSA except as otherwise set forth herein.
2. Distributions from your HSA that are used exclusively to pay or reimburse qualified medical expenses of you, your spouse (as defined under the federal IRS guidelines) or your dependents (qualified under the federal IRS guidelines) are tax-free. However, distributions that are not used for qualified medical expenses for you or your qualified dependents are included in your gross income and may be subject to an additional excise tax imposed by the IRS. You acknowledge that you are solely responsible for reporting such amounts as income on IRS Form 8889 attached to your personal income tax return. You are also solely responsible for determining the state income tax consequences of establishing, maintaining, contributing to, and taking distributions from your HSA.
3. We are not required, and will not determine, whether any distribution is for the payment or reimbursement of medical expenses. You and only you are responsible for substantiating that each distribution is for a qualified medical expenses and you must maintain records sufficient to show that the distribution is tax-free.
4. You agree that you may only take a distribution to the extent there are sufficient funds in your HSA. You acknowledge and understand that we have no obligation to distribute funds when there are insufficient funds in your HSA. If a requested distribution exceeds available funds in your HSA we will not liquidate any HSA Investments you may have without your authorization to ensure sufficient funds in your HSA to cover the requested distribution. If your HSA becomes overdrawn for any reason, you agree to immediately repay the amount of any overdraft. We reserve the right to pay the distributions you make from your HSA in any order we determine without regard to the method of withdrawal. The order in which you take distributions may not be the same as the order in which we post those transactions to your HSA.

Article X - Transfers of HSA Upon Death or Divorce

1. You have the right to designate one or more beneficiaries to whom your HSA funds will be distributed upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by us, or a form that is otherwise acceptable to us. Any such beneficiary designation may be revoked by you at any time by delivering written notice of the revocation to us, and shall be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date. You understand that the consent of your spouse may be necessary if you wish to name a person other than or in addition to your spouse as beneficiary or to change an existing beneficiary designation. If there is no beneficiary designation on file with us at the time of your death, your legal spouse will be deemed to be your beneficiary. If you are not married at the time of your death, the funds will be paid to your estate.
2. You represent and warrant that any beneficiary designation submitted to us satisfies all legal requirements under applicable law. We may presume that a beneficiary is legally competent until we receive written notice to the contrary.
3. If you die before the entire interest in your HSA is distributed, the remaining HSA balance will be disposed of as follows:
 - (a) If the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of your death (unless otherwise specified by applicable laws).
 - (b) If your beneficiary(ies) is not your spouse, the HSA will cease to be an HSA as of the date of your death and the fair market value of the account will be taxable to that person (or your estate) in the tax year that includes the date of death, reduced by any payments made for your qualified medical expenses if paid within one year of your death.
4. If a request for a transfer is made pursuant to the terms of a divorce or separation agreement, we must receive the request within 90 days of the effective date of the divorce or separation instrument. Transferring your interest to someone other than your spouse may subject you to income tax and penalties on the transferred amount.

Article XI - Information and Changes in Information

1. We are entitled to rely upon information and instructions we receive with respect to your HSA, including the information contained in your Adoption Agreement, and have no obligation to make further investigation or inquiry, except as required by law or as otherwise required in this Custodial Agreement. You represent and warrant to us that any information or instruction you have given or will give us with respect to your HSA is complete and accurate. If we fail to receive directions regarding any transaction, or if we receive ambiguous directions regarding any transaction, or we, in good faith, believe that any transaction requested is in dispute, we reserve the right to take no action until further clarification acceptable to us is received from you or the appropriate government or judicial authority. We shall not be responsible for losses of any kind that may result from your directions to us or your action or failures to act, and you agree to indemnify us for any loss, damage or liability we incur or may incur as a result of such direction, action or failure to act.
2. You agree to provide us with information necessary for us to prepare any report or return, as required of us by the IRS, the Code or other applicable law.
3. You agree to immediately notify us of any changes in your marital status, name, address, email address, or other information provided to us that we rely on or we would need to keep your HSA in compliance with any applicable law.

Article XII - Amendments

The rights, duties, and obligations of both you and us with regard to your HSA are governed by this Custodial Agreement, the other agreements, terms and conditions and documents as may be referenced herein and such other terms and conditions and agreements relating to the HSA as may be provided to you from time-to-time. We may amend this Custodial Agreement without your consent and any amendment will become effective on the date stated in the notice; provided, that this Custodial Agreement will be amended automatically to comply with any change in the Code, or other laws, as of the effective date of such change. If any provision of this Custodial Agreement is found to be in conflict with the Code or other laws, the Code or such other laws will supersede that provision.

Article XIII - Liability

1. You will indemnify and hold us harmless from and against any claim, loss, liability, damage, cost, or expense (including reasonable attorney's fees) that arises or may arise in connection with this Custodial Agreement or your HSA, except liabilities, damages, costs, or expenses that arise from our breach of any of our duties under this Custodial Agreement.
2. In connection with this Custodial Agreement and your HSA, we are not responsible for any act or failure to act that is reasonable under the circumstances or that is consistent with any applicable laws, rules or regulations of the applicable state law, or with general commercial practices of banks. You agree to indemnify us against any claim, loss, liability, damage, cost, or expense, including reasonable attorney's fees, incurred or to be incurred by us resulting from any action we take or do not take in honoring your instructions including, but not limited to, all verbal, electronic or facsimile instructions received with respect to your HSA, or in connection with our honoring of any subpoena or court order relating to your HSA.
3. **WE ARE NOT LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGE, LOSS, COST OR EXPENSE OF ANY TYPE OF NATURE, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING. EXCEPT AS SET FORTH IN THIS AGREEMENT, WE DO NOT MAKE ANY REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, STATUTORY OR IMPLIED.**

Article XIV - Notices

Any required notice regarding this Custodial Agreement and/or the HSA will be considered effective when we send it to you at the last address that we have in our records or make the notice available to you online through our HSA website. Any notice to be given to us will be considered effective when we actually receive it at the respective addresses for us provided to you.

Article XV - Governing Law; Waiver of Jury Trial; Legal Action

1. This Custodial Agreement will be governed by and construed in accordance with the applicable laws of New York, without giving effect to the principles of that state relating to conflicts of laws, and Federal laws applicable to HSAs. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS CUSTODIAL AGREEMENT OR THE HSA. YOU AGREE THAT THE FOREGOING PRECLUDES YOU AND US FROM HAVING THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY FORM OF CLASS ACTION OR ANY OTHER LITIGATION FILED IN COURT BY OTHERS.**

Article XV - Governing Law; Waiver of Jury Trial; Legal Action (Continued)

2. You will be in default if you fail to meet any of your obligations under this Custodial Agreement or any other agreement with us or any of our affiliates. In the event of a default, we may exercise any rights and remedies we may have available to us hereunder, under related agreements, at law or in equity and all such remedies are understood to be cumulative. If we are required to take any legal action of any type or nature relating to this Custodial Agreement or the HSA generally, you agree to pay our court and collection costs including any attorney's fees and disbursements. If you are in default of this Custodial Agreement, or upon the closure of the HSA, whether such closure was made by you or by us, we shall not be obligated to continue to provide services under this Custodial Agreement.

Article XVI - Fees and Expenses

1. You agree to pay fees for services under this Custodial Agreement as set forth in the Fee Schedule. We may change the amount or type of existing fees or add new fees at any time upon 30 days prior notice. Fees include, but may not be limited to, administration fees, transaction fees, commissions and 12b-1 fees in connection with the purchase and sale of securities, and distribution fees. We may receive interest earnings on balances in the HSA account. A portion of the fees (and other compensation) may be paid over to our affiliates, partners, agents or others who are providing services with respect to the HSA.
2. We have the right to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your HSA.
3. We will deduct the amount of the fees or expenses due from your HSA and you hereby authorize us to do so
4. In the event that you are no longer employed by an employer (or other third party, such as a co-employer) that agreed to pay certain HSA-related fees and/or expenses on your behalf (or your employer (or such other third party) changes its practices with respect to the payment of fees on your behalf or you are otherwise no longer eligible to have fees paid on your behalf), we may charge you directly for or deduct the amount of such fees or expenses from your HSA.
5. Any brokerage commissions attributable to the assets in your HSA will be charged to your HSA. You cannot reimburse your HSA for those commissions.
6. We receive interchange fees for use of the HSA debit cards. The fees may vary and are subject to change in the future, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions generally.
7. To the extent that your HSA Cash Account balance is insufficient to cover an applicable fee, we have the right to liquidate assets in your HSA Investments, if necessary, to pay fees properly chargeable against your HSA.

Article XVII - Termination

1. You may terminate this Custodial Agreement and your HSA at any time by notifying us in writing. If you hold HSA Investments, you must first liquidate those investments in accordance with their applicable terms and conditions. Proceeds of the liquidated HSA Investments will then be reallocated to your HSA Cash Account. Once the transactions have settled into your HSA Cash Account, you may terminate your HSA by notifying us in writing.
2. We may terminate this Custodial Agreement and your HSA at any time for any reason upon prior written notice. If you hold HSA Investments, we will direct the liquidation of those investments if you have not done so within 5 days of us sending or otherwise providing you with notice. Proceeds from your liquidated HSA Investments will be transferred to your HSA Cash Account.
3. As soon as practical after receiving notice of termination from you (or after providing notice of termination to you) and reconciling all accounts (including the settlement of proceeds from liquidated HSA Investments in your HSA Cash Account), the balance in your HSA will be distributed to you in accordance with the Code and this Custodial Agreement; provided, that we will follow your instructions as to the disposition of funds remaining in your HSA Cash Account at the time of closure if timely provided by you. Please note, that if the distribution of funds is made directly to you following account closure, such amounts must be deposited into another HSA within 60 days from your receipt of such funds or such funds will be included as ordinary income on your tax filing and are subject to a 10% penalty. After distribution of all funds, this Custodial Agreement will end and we will have no further duties, obligations, or liabilities to you or anyone, except as required by law.
4. Termination of your HSA will not affect our right to debit the HSA for any outstanding charges and other reasonable amounts we believe necessary to cover any other associated costs, fees and expenses including, but not limited to, any fees, expenses or taxes chargeable against your HSA and any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment relating to your HSA.
5. Any contributions received by us after closing of your HSA, will be returned to the contributing person or entity.

Article XVIII - Resignation of Custodian/Successor Custodian/Employment Changes

1. We can resign as custodian at any time upon notice of our resignation to you. Upon receipt of that notice, you must make arrangements to transfer your HSA to another qualified trustee or custodian. If you do not complete a transfer of your HSA within 30 days from the date we mail the notice to you, we have the right to transfer or otherwise assign your HSA to a successor HSA custodian or trustee that we choose in our sole discretion, or we may pay your HSA to you in a single sum. If you receive a distribution of your HSA funds, you are responsible for depositing such funds into another HSA within 60 days from your receipt of such funds if you wish to continue maintain an HSA.
2. In addition, we reserve the right to assign your HSA without your prior consent provided that such assignee is qualified under the Code to be an HSA custodian or trustee. We will notify you if we assign your HSA to another custodian or trustee.
3. We shall not be liable for any actions or failures to act on the part of any successor custodian or trustee, nor for any tax consequences you may incur that result from the transfer or distribution of your assets pursuant to this Custodial Agreement.
4. If our organization changes its name, reorganizes or merges with another organization (or comes under the control of any Federal or State agency), or if our entire organization (or any portion that includes your HSA) is bought by another organization, that organization (or agency) shall automatically become the custodian or trustee of your HSA, but only if such organization is qualified under the Code to be an HSA custodian or trustee. If the new organization is not qualified to be an HSA custodian or trustee as required by Code Section 223, the HSA will be terminated effective as of the date the new organization takes control and all funds in your HSA will be distributed in accordance with the provisions of this Custodial Agreement.
5. If you have your HSA through your employer (or another third party, such as a co-employer), your employer (or such third party) has permitted us to offer our HSA services through your workplace. If you terminate your employment with an employer (or third party) who has permitted us to establish an HSA program (or we are otherwise notified of a status change with respect to your receipt of benefits from such employer (or such third party)), we may transfer any outstanding balances to an "individual" HSA at Chase. However, you may choose other distribution options available to you. Any contributions attempted to be made to the original HSA following the transfer to an individual HSA may be forwarded for deposit into the individual HSA and you hereby authorize us to do so.

Article XIX - Inactivity and Unclaimed Property Laws

Unclaimed property laws require us to turn over abandoned accounts to the applicable State, which is generally the State listed as the address for your HSA account statement. Your HSA is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law: made a deposit or withdrawal, written to us about the account, or otherwise shown an interest in the account, such as asking us to keep the account active. Please note that you need to perform the activity, so automatic deposits and withdrawals may not be considered under your state's unclaimed property laws. Before we turn over an abandoned account, we may send a notice to the email address or physical address we currently show for your account. If mail we previously sent to either address was returned, we may not send this notice.

Article XX - Miscellaneous

1. The headings of Articles, Sections and subsections contained in this Custodial Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Custodial Agreement.
2. If a court declares any term of this Custodial Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Custodial Agreement are achieved.
3. This Custodial Agreement will be binding upon each party's respective successors and assigns (including without limitation beneficiaries, heirs and personal representatives).
4. We can choose not to exercise or to delay enforcement of any of our rights under this Custodial Agreement without compromising them.
5. We shall not be liable for, and will be excused from, any failure or delay in performance under this Custodial Agreement (in whole or in part) to the extent said failures or delays are directly or proximately caused by circumstances beyond our reasonable control including, without limitation, natural disaster, war, terrorism, riot, theft, civil disturbance, labor or union matters, terrorism, legal constraints, court orders or governmental actions/non-actions, the failure of suppliers or subcontractors to substantially meet performance obligations, inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, any change in or the adoption of any law, judgment or decree or your acts, omissions, negligence or fault.